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#### **Contract Database Metadata Elements**

Title: **Cheektowaga-Maryvale Union Free School District and Maryvale Administrative Association (2004)**

Employer Name: **Cheektowaga-Maryvale Union Free School District**

Union: **Maryvale Administrative Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **8708**

Unit Size: **8**

Number of Pages: **21**

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8708

**Collective Bargaining Agreement  
of the**

**CHEEKTOWAGA- MARYVALE SCHOOL DISTRICT**

**And the**

**CHEEKTOWAGA-MARYVALE ADMINISTRATIVE ASSOCIATION**

7/1/2004 - 2007<sup>6/30</sup>

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FEB 22 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## ARTICLE 1

### AGREEMENT-RECOGNITION

- 1.01 THIS AGREEMENT is made and entered into by and between CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT (herein called "District"), and MARYVALE ADMINISTRATIVE ASSOCIATION (herein called "Association").
- 1.02 The Board of the District recognizes the Association, and affiliate of the School Administrators Association of New York State as the exclusive collective bargaining representative of the administrators employed by the District, for the term of this Agreement. Such recognition shall be granted for the full period allowed by law.
- 1.03 (a) The term "Administrator" means all employees of the District serving in positions included in the negotiating unit represented by the Association, including persons employed in the following positions:
- Building Principals  
Assistant Building Principals  
Director of Special Services  
Director of Community Education
- (b) All other administrative personnel shall be considered exempt and shall not be represented by the Association. Titles specifically exempted from representation by the association are:
- Assistant Superintendent for Administrative Services  
Assistant Superintendent for Curriculum and Instruction
- 1.04 The Association shall represent, for purposes of negotiation, all administrators including members and non-members of the Association. Membership in the Association or race, color, creed or sex shall not be a condition of employment or condition of continuation of employment for any administrator of the Maryvale School District.
- 1.05 No Strike. During the life of this Agreement, the Association, its officers, agents, and bargaining unit employees shall not engage in any strike or work stoppage, nor shall they or any of them attempt to prevent or interfere with the right of any person to gain access to the District building or property.

**ARTICLE 2**  
**NEGOTIATIONS**

- 2.01 The District and the Association agree to enter into collective negotiation in accordance with the procedures set forth herein in a good faith effort to reach mutual understandings and agreement on the terms of future negotiation agreements. Officers, agents representatives and employees of the District and the Association shall conduct collective negotiations without any interruption of the school program, and shall not address or otherwise directly communicate with students about the negotiations.
- 2.02 Either party wishing to renegotiate the terms of this Agreement shall present written notice of such intention to the other between January 1 and March 1, immediately preceding the expiration date of this Agreement.
- 2.03 The District and the Association shall each designate up to three (3) persons to serve as negotiation representatives. The negotiators, at their first meeting, will determine the procedural rules to pertain to the negotiations and the Association will present its proposals. The District reserves the right to present District proposals at a later date.
- 2.04 Negotiation meetings are reserved for the negotiating representatives of the District and the Association; however, either party may invite up to two (2) consultants to attend and participate at a negotiating meeting after due notice to the chief negotiator of the other party prior to the date of the meeting.
- 2.05 Individually agreed upon negotiated items will not become final and binding until a complete agreement of the respective negotiating representatives has been adopted and ratified by the Board and the Association.
- 2.06 In the event of an impasse in negotiations, the District and the Association will utilize the services of the New York State Public Employment Relations Board (PERB) pursuant to existing statutes and PERB's administrative regulations.
- 2.07 Public records which would be made available to residents of the District upon request and which are relevant and material to mandatory negotiable subjects will be made available to the Association's chief negotiator, upon request. Upon request, the Association shall make available to the District's chief negotiator information in the possession of the Association which is made available to the general membership of the Association and is relevant to any mandatory negotiable subject.
- 2.08 During the term of this Agreement neither the Board nor the Association shall be obliged to negotiate with the other party, except following appropriate written notice to be filed after January 1 in the year in which the Agreement expires.

## ARTICLE 3

### DEFINITIONS

- 3.01 "Board" shall mean the Board of Education of the District.
- 3.02 "Association" shall mean the Maryvale Administrative Association.
- 3.03 "Association Representative" shall mean an administrator so designated by the Maryvale Administrative Association.
- 3.04 "Superintendent" shall mean the Superintendent of the District.

## ARTICLE 4

### GRIEVANCES

- 4.01 **Declaration of Purpose**  
The Board and the Association recognize the importance of an orderly, clearly definitive procedure for processing grievances for members of the professional staff. The primary intention of this procedure is to resolve any grievance at the lowest possible level.
- 4.02 **Grievance Definitions**
- (a) Only a violation of this Agreement can be grieved. The denial of tenure shall not be construed as a grievance.
  - (b) "Formal Presentation" shall mean an administrator's written statement of a grievance.
  - (c) "Immediate Supervisor" shall mean the superintendent/designee.
  - (d) "Representative" shall mean an administrator representative designated by the Association.
  - (e) "Board Review Panel" shall mean a panel consisting of Board members.
  - (f) "Grievant" shall mean the administrator or administrators or Association who filed the grievance.

#### 4.03

#### **Basic Standards and Principles**

- (a) Every administrator shall have the right to present a grievance as herein provided, free from interference, coercion, restraint, discrimination or reprisal.
- (b) If the administrator so desires, the administrator shall be represented at any or all stages of the grievance procedure by an Association representative. If the administrator does not desire to have the Association's designated representative, nevertheless, the Association shall have the right to be present and to be heard at each stage of the grievance procedure. The superintendent/designee may also have a representative of their choice at each stage of the grievance procedure.
- (c) The Association shall have the right to institute a grievance provided said grievance is the direct result of an alleged violation which has occurred against an administrator(s) and documented evidence of such is provided.
- (d) It shall be a fundamental responsibility of the superintendent/designee to take prompt, appropriate action upon grievances presented to them by administrators.
- (e) It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed upon, the time limits given below may be extended.
- (f) To be considered a proper grievance, the informal stage must be initiated within fifteen (15) calendar days after the actual incident occurrence. When filed prior to a recess period (excluding summer), the days within the recess period shall not be counted. During the summer recess, the fifteen (15) calendar days will be in effect. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party and/or their representative, and/or the Association within the specified time limit shall permit the lodging of an appeal at the next step of the procedure within the time limit which would have been allotted had the decision been communicated by the final day.
- (g) To be considered under this grievance procedure, all written grievances must be filed within ten (10) school days after the informal step conference with the superintendent/designee.
- (h) If the grievant does not appeal his grievance to the next step within the time limit provided for such appeal, the grievance shall be deemed to have been closed and further processing of this grievance shall be barred.

#### 4.04 **The Grievance Procedure**

**Informal Stage.** Prior to formal filing of a grievance, the grievant has the right and obligation to meet personally with the superintendent/designee in an effort to resolve the dispute. An Association representative may attend.

Step 1: The Grievant must present a written statement of the grievance to the superintendent/designee and the Association. The immediate supervisor shall attempt to resolve the grievance. The Grievant shall receive a written answer from the superintendent/designee within three (3) school days after the presentation of the written grievance.

Step 2: The Grievant will give immediate written notice to the Association Grievance Review Panel that the grievance was not satisfactorily resolved at Step 1. The Panel will then review the grievance and determine whether or not the grievance has merit. The Panel will give written notice of its decision to the Grievant, and Superintendent/designee within six (6) school days after the Grievant received the immediate supervisor's written answer.

Step 3: (a) If the Grievant is not satisfied with the Superintendent's determination, the Grievant will give written notice thereof no later than five (5) school days after receipt of the Superintendent's determination, to the Superintendent, Association, and the Board of Education.

(b) A hearing will be held by the Board's Review Panel within twelve (12) school days after receipt of the Grievant's notification. The Board's Review Panel will consider the grievance and will forward its written determination to the Grievant, Association, and Superintendent within ten (10) calendar days after the hearing is closed.

#### 4.05 **Miscellaneous**

(a) All meetings involving complaints or grievances will be held during either unassigned time during the school day or after school hours, arranged by the superintendent or at a mutually agreeable time.

(b) During the pendency of any grievance proceeding and until a final determination has been reached, all proceedings shall be private and no preliminary disposition will be made to the public without the agreement of all parties.



## **ARTICLE 5**

### **MEETING WITH THE SUPERINTENDENT**

- 5.01 (a) At the request of either party, a meeting shall be scheduled for the purpose of discussing concerns. Said meeting shall not exceed a request of more than one (1) per month and the requesting party shall submit an agenda in advance of the agreed date for the meeting.
- (b) The participants attending such a meeting described above shall be restricted to a maximum of the President of the Maryvale Administrative Association or the President's designee plus two (2) other members of the bargaining unit of the President's choice, and the Superintendent of Schools of the Maryvale School District or the Superintendent's designee plus (2) other participants of the Superintendent's choice. Such meetings shall take place at a mutually agreeable time.
- (c) This Article does not refer to informal meetings, as needs arise, called at the convenience of both parties.

## **ARTICLE 6 SALARIES**

6.01 The salary set forth in Appendix A shall be maintained in effect for the term of this Agreement.

6.02 Compensation for Use of Private Car on School Day

Compensation for use of private car on school business shall be according to the following regulations:

- (a) Mileage after the student day or outside of the district will be covered under conference travel, with prior approval.
- (b) The Board reserves the right to set mileage payment for all purposes at the annual organizational meeting. All bills for travel under the above plan will be presented for payment before the close of the school year in which such mileage charge occurred.
- (c) The above policy does not apply to travel to and from home, open house, PTA meetings, sports nights or meetings after the student day unless prior approval is granted by Central Office under conference travel.
- (d) Prior approval by the Superintendent is required.
- (e) Mileage charges and voucher forms will be supplied by Central Office.

### 6.03 Longevity Increment

Step 1	Applies after ten (10) full years of continuous District service.	\$500
Step 2	Applies after fifteen (15) full years of continuous District service.	\$500
Step 3	Applies after twenty (20) full years of continuous District service.	\$500

### 6.04 Annual Renewal Awards (ARA)

- (a) An administrator may qualify to be paid Seven Hundred Fifty Dollars (\$750) by successfully completing a minimum of fifteen (15) clock hours of in-service training approved in advance by the Superintendent. An administrator may qualify for no more than two (2) such awards for any one (1) school year. The work of each such award is separate from any other awards; i.e., clock hours in a course used for one award cannot be carried over to qualify for another award. Only courses taken outside the administrator's regular work schedule can be used to qualify for such an award. Such awards do not increase an administrator's base salary, and are paid in accordance with subparagraph (b), below.
- (b) If an administrator qualifies for the award between July 1, and June 30 of any given school year (inclusive of both dates), payment will be paid in December in the second school year following the school year in which the administrator qualified for the award. For example, if the administrator qualifies for the award between July 1, 2005 and June 30, 2006, payment will be made in December 2007. Notwithstanding the foregoing, if an administrator who has qualified for an award retires before receiving the award, that administrator will be paid in December of the year following the year in which the hours were taken. If an administrator who has qualified for an award is laid off, that administrator will be paid therefore pursuant to the schedule set forth above in this paragraph even though the administrator is not on the active payroll.
- © The Superintendent shall determine the criteria for approval of course or in-service work. The criteria shall take into account what will advance the administrator professionally in his/her role in the District and/or what will meet District priorities. The Superintendent shall review applications for ARA approval.

**ARTICLE 7**  
**SICK LEAVE ALLOWANCE**

7.01 Each full-time administrator covered by this Agreement will be credited on July 1 with sick days as follows: Eleven month administrators will receive 12 days and can accumulate to 220 days; twelve month administrators will receive 13 days and can accumulate to 240 days. Regular employees who work less than full time will receive proportionate benefits. Annual sick leave which is unused, and additions provided in Sections 7.02 and 9.01, may accumulate to the maximum noted.

7.02 If, in any school year, an administrator does not use any of the annual sick leave days credited to him/her, two (2) days will be added to the administrator's unused total accumulated sick leave on July 1 of the following school year, up to the maximum stated above.

**7.03 Sick Leave Differential**

(a) If an administrator is on a continuing absence due to illness or injury, and this continuing absence has not been broken by a return to work, and during this continuing absence the administrators total accumulated sick leave days and total available emergency or business leave days have been applied and expended, the administrator will receive a sick leave differential in the form of extended salary payments for up to a maximum of eighty (80) days according to the following schedule:

<u>FOR DAYS</u>	<u>AMOUNT OF BENEFIT</u>
1 thru 20	80% of salary
21 thru 40	75% of salary
41 thru 60	70% of salary
61 thru 80	55% of salary

(b) Application and disbursement of Sick Leave Differential payments is conditioned upon presentation of confirmation from a physician (M.D.) of the illness and the nature thereof.

(c) Once an administrator returns to work from a continuing absence as described above and has already applied this sick leave differential, the provisions of this Article will no longer be available for the rest of the school year in which said sick leave differential was used.

7.04 Good attendance is part of the performance expected and required of administrators, and sick leave is provided as a form of insurance to protect the administrator against unforeseen and unfortunate circumstances, and it accrues as a result of the administrator's good attendance record.

7.05 Whenever an administrator knows that he/she must be absent by reason of expected physical disability (e.g., scheduled surgery, pregnancy), the administrator shall notify the District as soon as possible after learning of the need to be so absent. The notice shall be in writing and shall be accompanied by a statement from the physician indicating the dates of anticipated absence.

**ARTICLE 8  
GROUP INSURANCE PLANS**

**8.01 Group Life Insurance**

- (a) The District will pay the premiums required to obtain and maintain in effect only for full-time administrators during their employment by the District, \$40,000 group life insurance coverage.
- (b) Such payments by the District are not required for part time or for more than the first three (3) months during any leave of absence.

**8.02 Hospital and Medical Insurance**

- (a) Effective as soon as practicable after this Agreement is signed, the District will provide:

For Burt Sellers exclusively:

- 1. Blue Cross/Blue Shield Basic Hospital Plan 42-43,  
Blue Cross/Blue Shield Select Plan 60-61,  
Blue Cross \$1,000,000 Major Medical Standard Rider with \$100 deductible  
and \$3.00 co-pay prescription drug rider without contraceptives, plus  
riders 8, 21, 45, 47, 48.

All Other Administrators Covered by this Agreement

- 2. A federally qualified HMO plan.  
Effective January 1, 2005, all administrative employees will be moved to the Erie 1 BOCES Health Benefit Plan Trust ("Trust") provided the Trust accepts the membership of the District. District will contribute the percent specified in paragraph "b" of this Section 8.02 of the premium cost of the plans available. In the event of a unilateral change in all or part of the coverage by the Trust, the District shall make available the next best level of insurance coverage at no net increase in cost, and shall meet with the Association to discuss the change. The District shall not be obligated to reimburse administrators for additional costs associated with a unilateral change in health insurance coverage by the Trust.
  - 3. A Flexible Benefits (Section 125) Plan to all persons covered by this Agreement who are enrolled in a Medical Hospital/Dental Plan provided in 8.02 a-1, 8.02 a-3 and 8.04 (a).
- (b) The District's annual premium contribution to provide the hospital and medical benefits described in paragraph (a) (1) and (2) of this Section 8.02 shall be:  
90% in 2004 - 05, 2005 - 06, 2006 - 07
  - (c) For those who are regular employees and work at least .4 FTE, the District's annual premium contribution as described in Section 8.02 (b) shall be prorated to reflect the portion of time worked.
  - (d) Blue Cross/Blue Shield 65 may be provided whenever the administrator becomes eligible for said Plan. The District's annual premium contribution shall be prorated for said coverage.

**8.03 NON-DUPLICATION RULES**  
**Hospital and Medical Insurance**

- (a) An employee shall not be entitled to enroll in the District's Group if the employee is otherwise covered by any group health insurance plan, whether as the insured or a dependent of the insured. The term "covered" shall mean that the employee is considered by the insuring agent to be entitled to receive health insurance benefits as provided in its plan. The employee shall have the option to select enrollment in the District's Group if the employee has rejected coverage under the other group health insurance plan.
- (b) No employee shall be entitled to cover a dependent or spouse by the District's Group Health Plan if said dependent or spouse is other wise enrolled in another group health insurance plan.
- (c) If the non-District group health insurance coverage of an employee, dependent or spouse is terminated, and if the employee completes the required enrollment application for the District's Group Plan within no more than sixty (60) calendar days of the aforesaid termination date, the District will pay its portion of the required premium to secure coverage retroactive to that termination date, if permitted by Blue Cross or Blue Shield of Western New York, Inc.
- (d) If an administrator chooses not to participate in either the negotiated health plan or a District provided HMO for a full fiscal year, he/she shall be paid \$500 in November of that year.

**8.04 DENTAL PLAN**

- (a) For each employee of the District who signs up for and maintains participation in the Blue Cross/Blue Shield Dental Option III the District will contribute toward that dental plan a percentage of the annual rate for family or single coverage during the term of this negotiated Agreement as follows:  
90% in 2004 - 05, 2005 - 06, 2006 - 07
- (b) Upon request of the Association, the District will release to the MAA the money allocated to pay the District's portion of the annual dental insurance premium, or change dental plans provided the cost does not exceed the current cost to the District.

## ARTICLE 9

### LEAVES OF ABSENCE

#### 9.01 Personal Leave Days

- (a) Permanently appointed administrators shall be allowed a maximum of two (2) days each year of personal leave which shall not be cumulative from year to year.
- (b) A personal day may not be used immediately preceding or following a school holiday or vacation recess except for emergencies as defined in paragraph (d) of this Section 9.01.
- (c) Written notification for a personal day shall be submitted to the Superintendent at least three (3) days in advance of the day requested.
- (d) A personal leave day will be granted upon approval by the superintendent of schools.
  - 1. Emergencies where three (3) days notice is not possible to be submitted to the superintendent of schools, upon return, for consideration.
  - 2. Emergencies are defined as heating system failure, flood, fire, accident, or like incidents.
  - 3. An administrator claiming an emergency under this section must state the reason for his/her request.
  - 4. A leave taken under this policy shall count as a personal leave day.
  - 5. Any personal day not used in a given year shall accumulate as sick leave up to the maximum as outlined in Section 7.01.

#### 9.02 Child-Rearing Leave

- (a) A child-rearing leave of absence will be granted without pay or other benefits for up to a maximum of three (3) semesters, excluding the semester in which the leave begins, to administrators who desire to resume active employment. Within any five (5) school year period, no more than five (5) full semesters of child-rearing leave shall be permitted for any one administrator.
- (b) An application for the leave of absence must be filed with the Superintendent as soon as the administrator learns of the need for the leave and at least thirty (30) calendar days before the first day of the leave unless circumstances beyond the administrator's control prevent giving that much notice to the District. On the application form, the administrator will state the expected last day of work and the date on which the administrator will resume active employment, which will be the first day of a semester.

- (c) Resumption of active employment will occur at the beginning of the semester specified in the leave application, or on such other date as mutually determined by the Superintendent and the administrator
- (d) The administrator and Superintendent, or the Superintendent's delegate, will confer at least thirty (30) days in advance of the date specified in the application regarding the administrator's plans to return. If the administrator applies to extend the leave and return on a later date, the administrator will be granted an extension of leave to a date within the three (3) semester periods.
- (e) An administrator who resumes active employment following a child-rearing leave will be credited, for salary purposes, with a full year of service for the school year in which the administrator's child-rearing leave began if the administrator completed twenty (20) or more weeks of active service that year.
- (f) If the administrator either fails to file a leave application or an extension application or fails to resume active employment by the end of the three (3) semester period, then the administrator will be considered as having voluntarily resigned.
- (g) Child-rearing leave is available only to take care of a son or daughter of the administrator or administrator's spouse who is resident in the administrator's home and who is under six (6) years of age at the time the leave begins.

### 9.03 **Bereavement**

- (a) A maximum of four (4) working days leave shall be granted during the school year for death of an administrators husband, wife, son or daughter.
- (b) A maximum of three (3) working days leave will be granted during the school year for the death of a administrator' mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, brother, sister, brother-in-law, sister-in-law, grandchildren, spouse's grandparents, and relatives residing in the same household as the administrator.
- (c) A maximum of one working day of leave will be granted during a school year for the employee to attend the funeral of any person not described in 8.01 (a) or (b) of this Section.
- (d) The working days allowed for bereavement in this Section are not cumulative from one school year to the next.
- (e) In exceptional cases, administrator's may request permission for special consideration from the Superintendent. If the Superintendent determines that the situation warrants it, the Superintendent may make exceptions and grant additional time off with pay in connection with bereavement to be deductible from personal or sick leave whichever the administrator chooses; or the Superintendent may grant additional time off without pay.

#### 9.04 Religious Observance

- (a) A maximum of three (3) days may be granted during the school year for religious observance when the basic tenet of a faith prohibits employment.
- (b) Administrators who plan to take such leave shall notify the Superintendent at least two (2) weeks in advance.
- (c) The days allowed for religious observance shall not be deducted from sick leave or business leave.

#### 9.05 Legal Commitments

- (a) All permanently appointed administrators shall be eligible for leave with pay without deduction from regular sick leave or personal leave for the following:
  - 1. Administrators summoned for jury duty.
  - 2. Administrators summoned or subpoenaed for, or serve as a witness in a case in which the administrator or the Association is not a party.
- (b) Salary continuance under this section requires submission of the following documents to the Superintendent
  - 1. Court summons or notice within three (3) working days of receipt.
  - 2. Clerk of Court statement indicating number of days served or other proof of appearance.
- (c) On any full day that an administrator is excused from serving on jury duty or court appearance, he/she shall so notify the Superintendent and should cover his/her regular assignment.
- (d) Fees received for jury service shall be kept by the Administrator.

#### 9.06 Vacation

Each 12-month administrator will be given 25 vacation days beginning in 2004-2005.  
Each 12-month administrator will be given 26 vacation days beginning in 2005-2006.  
Each 12-month administrator will be given 26 vacation days beginning in 2006-2007.

#### 9.07 Holidays

Each twelve month administrator will follow the holiday schedule followed by the twelve month classified staff.

Each eleven month administrator will follow the holiday schedule as per the student calendar.



## 9.08 Association Days

The Association President or designee shall have available five (5) days with pay for the purpose of conducting Association business.

## ARTICLE 10

### GENERAL

## 10.01 Agency Fee

Unit members who are not members of the Association shall be required to pay an agency fee equivalent to the dues of the Association. The agency fee shall be deducted by the District in the same manner as for voluntary dues deduction.

- (a) All monies deducted shall be transmitted to the Association with dues deduction monies.
- (b) The Association hereby agrees to indemnify and save harmless the District and the Board of Education from any and all claims, actions, demands, suits or proceedings by any employee or any other party arising from its agreement to implement agency fee deductions for the Association effective 7/1/98 through 6/30/00.
- © The Association shall adopt a refund procedure consonant with the provisions of Section 208, Subsection 3 of the Civil Service Law.

## 10.02 Association Privileges

- (a) The District hereby grants to the Association the following privileges of intra district communications:
  - 1. Use of the administrative mail boxes, upon approval of the Superintendent.
  - 2. Official communication and approved material for building representatives or officers may be sent through the interschool mailing system.
  - 3. Use of meeting facilities when requested through the proper channels.
  - 4. Use of space for storage of locked record files.
- (b) Any violation of the above-stated procedures, which would affect the stability of the educational program and/or school system will automatically result in rescission of the stated privilege involved.

### 10.03 Personnel File

- (a) Upon request to the Superintendent, arrangements will be made in advance so that administrators may review the contents of their own personnel file located at the District Central Office. All pre-employment references and information will not be available for inspection by the administrator. The Superintendent or his administrative delegate will be present at the review of the Personnel File and the administrator may be accompanied by an Association representative. The administrator may request and shall receive a copy of documents in the Personnel File, except pre-employment references and information, at no expense to the District. Fees for copies shall be those published by the District pursuant to the New York State Statutes. The administrator will be entitled to submit for inclusion in his/her Personnel File his/her own signed response to any material in that file.
- (b) An administrator shall receive a copy of any material that is to be placed in their Personnel File.
- (c) An administrator, upon request, may have an Association representative at a meeting scheduled between the administrator and superintendent (delegate). Such request must be made within a reasonable time prior to the scheduled meeting. This clause does not refer to the initial meeting with an administrator as a follow-up to an evaluation but does refer to any subsequent meetings requested by the administrator or superintendent.

### 10.04 Medical Excuse for Absences

Administrators may be required, if requested by the Superintendent, to submit a medical statement from their physician and/or the school physician. This statement may include a full medical examination. The Association President will be informed by the Superintendent of such situation prior to further action by the Superintendent.

### 10.05 Vacancies

If any vacancies occur the Association shall be so notified.

### 10.06 Written Warning and Reprimand

An administrator may be given a written warning or reprimand by the Board of Education on the recommendation of the Superintendent of Schools for any one (1) or more of the reasons permitted by the Education Law without the necessity of charges and a hearing pursuant to Section 3020-a of that Law. However, the Superintendent must give the administrator written notice of his recommendation (including the reasons therefor) at least fifteen (15) days prior to the meeting of the Board of Education at which the recommendation will be considered. At the administrator's request, the administrator shall have the right to be heard by the Board of Education before it acts upon the Superintendent's recommendation. All proceedings by the Board with respect to such a recommendation, including the Board's vote thereon, shall take place in Executive Session. The Board's determination on the Superintendent's recommendation shall be final and it may not be appealed to or reviewed by any official agency or court. However, if the Board decides to issue a warning or reprimand, the administrator shall have the right to have attached to the personnel file copy thereof the administrator's written, dated and signed response thereto if that response is submitted to the Superintendent's office not later than the thirtieth (30th) calendar day after the reprimand or warning is delivered to the administrator.

## ARTICLE 11 DISMISSAL

- 11.01 A probationary administrator shall be given at least one written evaluation during each of the years of the administrator's probation. Each administrator shall be evaluated at least once per year. The Superintendent/designee will communicate to the administrator an apparent strengths or deficiencies.
- 11.02 The formal evaluation report will be reviewed with the administrator. The administrator will sign the Evaluation Report solely to signify that the administrator has read it, and a copy of the report will be given to the administrator. The administrator shall have the opportunity to submit written comments to the report and to file them with the report in the administrator's file, provided such written comments are submitted within five (5) school days following the meeting to review the Evaluation report, if the administrator is present in school during this period.
- 11.03 Evaluators shall have the right to conduct more than one evaluation on a periodic basis during a school year.
- 11.04 The applicable provisions of the New York State Education Law shall govern the giving of reasons for and timely notification of dismissals of probationary administrators.
- 11.05 At the same time and in the same manner as charges are served on a tenured administrator pursuant to Education Law Section 3020-a, the District may serve on the administrator a written statement that the District seeks a penalty of a reprimand and/or a suspension without pay of ten (10) days or less. If the District does so and if the administrator makes a demand for a hearing which would be timely for a demand for a hearing pursuant to the said Section 3020-a as specified in the Regulations of the Commissioner of Education for such demands, the charges shall not be heard pursuant to the procedure set forth in the said Section 3020-a, but rather the demand for a hearing shall be deemed to be a waiver of the administrator's right to have the charges heard pursuant to those procedures and the charges shall instead be heard by an arbitrator. Not later than five (5) school days after the notice of intent to arbitrate is served, the association shall submit in writing to the American Arbitration Association (AAA) a request for a panel of twenty (20) arbitrators. In that event, the arbitrator and the parties shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that such rules do not conflict with this agreement. Any administrative fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be borne entirely by the District. The decision of the arbitrator shall be final and binding on the parties and the administrator.
- 11.06 If charges are served on a tenured administrator pursuant to Education Law Section 3020-a and the District does not serve (pursuant to paragraph 11.05 above) on that administrator a written statement that the District seeks a penalty of a reprimand and/or a suspension without pay of ten (10) days or less, the administrator shall have the option of serving simultaneously with this demand for a hearing (if the administrator makes such a demand) a statement that the administrator desires to have the charges heard and determined by an arbitrator. If the administrator does serve such a written statement, and if the administrator's demand for a hearing would be timely for a demand for a hearing pursuant to the said Section 3020-a as specified in the Regulations of the Commissioner of Education for such demands, the charges shall be not heard pursuant to the procedures set forth in the said Sections 3020-a, but rather the demand for a hearing shall be deemed to be a waiver of the administrator's right to have the charges heard pursuant to those procedures and the charges shall instead be heard by an arbitrator selected pursuant section 11.05 of this Agreement in a hearing conducted pursuant to the rules therein specified. In that event, the administrative fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be borne by the District. The decision of the arbitrator shall be final and binding on the parties and the administrator.

**ARTICLE 12**  
**RETIREMENT BENEFIT**

Accumulated unused sick leave pursuant to Sections 7.01, 7.02, and 9.01 of the agreement will be converted to a benefit for payment of the District's share of the hospital and medical insurance annual premiums as outlined in Section 8.02 of this agreement.

**12.01 Eligibility**

- (a) The administrator must be eligible for retirement under the New York State Teachers' Retirement System.
- (b) The administrator must have submitted and have had accepted a retirement application by the New York State Teacher's Retirement System.
- (c) At least ninety (90) days prior to the effective date of retirement, the administrator must notify the District, in writing, of the administrator's intent to retire and the effective date of such retirement.

**12.02 Benefit Upon Eligibility**

- (a) The District will pay the retiree's health insurance premiums in the negotiated plan ( medical and dental) on a federally qualified HMO (as the retiree chooses) for as long as possible until a dollar amount obtained by multiplying the number of unused sick days the retiree had to his/her credit on the books of the District by one hundred forty dollars (\$140.00), (\$150.00 effective June 30, 2004) is exhausted.
- (b) An administrator on July 1 of a school year will have sick leave days credited to him/her under Sections 7.01, 7.02 and 9.01 of this agreement, and if such creditation exceeds the maximum allowable accumulation of 220 or 240 unused sick days ( as described in Section 7.01), shall have the number of sick days in excess of the allowable days set aside and credited to the administrator only for the retirement benefit as provided in this Article. The amount of days that may be accumulated in this special category is unlimited.
- (c) If a retired administrator dies while receiving this benefit, the benefit will only extend to the administrator's spouse until the completion of this benefit due the deceased administrator. This benefit will not under any circumstances pass to an administrator's children, other relative, or to the administrator's estate.
- (d) Should legislation be enacted which mandates that the District provide health insurance for retirees, administrators whose effective date of retirement is on or after the effective date of such legislation and who meet the requirements of Section 12.01 shall not receive the benefit provided in (a) of this Section 12.02, but instead shall be paid a dollar amount obtained by multiplying the number of unused sick days the retiree had to his/her credit on the books of the District by sixty dollars (\$60.00).

ARTICLE 13


CONFORMITY TO LAW

- 13.01 If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and substitute action shall be subject to negotiation.
- 13.02 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.
- 13.03 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 14  
DURATION

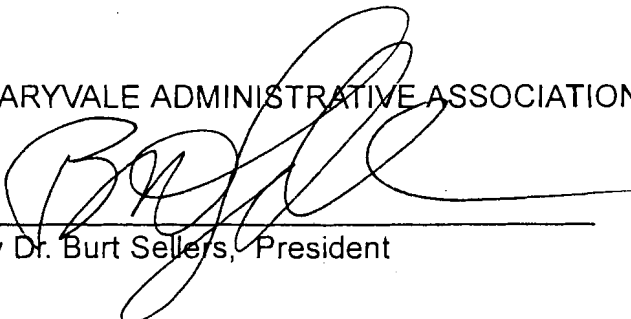
- 14.01 This agreement by and between the Cheektowaga Union Free School District and the Maryvale Administrative Association shall be effective July 1, 2004 and continue in full force until June 30, 2007. Failure to reach a successor agreement by the expiration date shall result in the extension of all provisions of this Agreement until a new Agreement is reached.

CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT

  
\_\_\_\_\_  
by Mr. Gary L. Brader, Superintendent

11/24/04  
\_\_\_\_\_  
Date

MARYVALE ADMINISTRATIVE ASSOCIATION

  
\_\_\_\_\_  
by Dr. Burt Sellers, President

11/24/04  
\_\_\_\_\_  
Date

CMAA SALARY APPENDIX:

2004-05 - 2005-06 - 2006-07

<u>TITLE</u>	<u>NAME</u>	<u>2004 - 2005</u>	<u>2005 - 06</u>	<u>2006 - 07</u>
Middle School Principal	Burt Sellers	\$110,250	\$112,625	\$115,125
Primary School Principal	Debra Veronica	\$78,000*	\$ 80,375	\$82,875
Intermediate School Principal	Deborah Ziolkowski	\$85,891	\$88,766	\$91,266
High School Principal	Renee Salvadore	\$91,956	\$94,831	\$97,331
High School Assistant Principal	Michael Viscome	\$68,000*	\$70,375	\$72,875
Middle School Student Assistance Coordinator	Shelly Phillips	\$74,293	\$77,168	\$79,668
Administrative Assistant	Karen Bauchle	\$102,235	\$107,110**	\$109,610
Director of Community Education	Suzanne Licata	\$79,789	\$82,164	\$84,664

NOTE:       \* Annual rate  
             \*\* Begin 12 month employment